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THE WOODLANDS, TEXAS 77380
WWW.AGILITY-US.COM
281-468-2759

January 30, 2008

Mr. Edward R. DeStefano
New Century Energy Corp.
5851 San Felipe, Suite 775
Houston, TX 77057

Dear Ed:

This will confirm our understanding of the arrangement made with you and Agility Business Partners, I.L.C and its affiliate, Agility Financial Partners, LLC (collectively, Agility) to assist New Century Energy Corp. (the Company) with its needs for a part-time Chief Financial Officer. Initially, Agility agrees to provide a CFO level person to the Company. From time to time, the Company may request other SOX, accounting and financial reporting personnel. Our work will be performed under your supervision and direction or other designated Company personnel.

To perform the work described above, Agility will provide Ken Cleveland to act as the CFO and perform activities as requested by the Company. In his capacity, Mr. Cleveland will perform typical CFO duties, including signing all regulatory filings, assisting the CEO with all finance and accounting issues, investor and public relations and maintenance with the stockholders and debt holders. Mr. Cleveland will perform his duties at an advisory rate of \$150 per hour. Exhibit A attached hereto provides hourly rates for use of Mr. Cleveland and other Agility personnel. Exhibit B attached hereto provides specific activities to be performed and scheduled dates Mr. Cleveland is expected to be on the Company's premises over the next 120 days (such dates subject to change as requested by either party).

In addition, you will be billed for out-of-pocket expenses incurred such as parking, delivery and copy fees, long distance phone calls, mileage, tolls, etc., if any. All approved travel expenses, if necessary, will be billed according to your company's travel policy.

We will bill the Company bi-weekly as the work is performed. Each invoice is payable 7 days after receipt and should be mailed to our remittance address:

Agility Financial Partners, I.L.C
P.O. Box 7896
The Woodlands, TX 77387
(Tax ID # 26-1705398)

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We plan to provide professionals for this project and it is not our intent to provide these personnel for direct hire. However, should the Company hire or contract directly with one of our personnel, the Company will pay at the hire or start date to Agility a placement fee equal to 25% of the annualized compensation of any Agility personnel so engaged, such fee to be reduced to 20% after six months of service and 10% after one year of service.

Attached are the Standard Consulting Terms for our services, which provide further information. Additional consultants assigned will also be subject to these terms and conditions.

If this is consistent with your understanding of the arrangements, please sign below and return a copy to Agility. A second copy has been provided for your files. Your acceptance of this engagement, by having us perform services, constitutes an acceptance of all the terms of this letter, whether or not you sign it. We appreciate this opportunity to be of service to you. Please feel free to call me at any time should you wish to discuss this or any other matter.


Sincerely,

Agility Financial Partners, L.L.C.

By: 
John N. Bingham
Managing Partner

Agreed and accepted:

New Century Energy Corp.

By: 
Edward R. DeStefano
CEO

1/30/08
Date

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Agility Financial Partners - Standard Consulting Terms

These terms are an Addendum to the Engagement Letter enclosed and in addition will apply to all subsequent work or services performed for New Century Energy Corp., also referred to as the "Company," unless otherwise agreed in writing.

Independent Contractor Status: Agility represents that it is an independent contractor engaged in an independent business and has complied with all federal, state and local laws regarding insurance, business permits and licenses of any kind that may be required to carry out our business and the service or work to be performed under this contract.

Payment of Fees: Agility payment terms are set forth in the Engagement Letter. Consulting services will be temporarily withheld on any accounts exceeding 30 days past due. Services will resume upon payment of all delinquent amounts.

Scheduling: Agility consultants attend periodic continuing education seminars. Attendance at those seminars may prevent the consultant from keeping their regular schedule with the Company.

No Warranty: The services of Agility cannot be relied upon to disclose errors, irregularities, or illegal acts, including fraud or defalcations that may exist. However, Agility will inform the Company of any such matters that come to its attention. All assessments made during the engagement are designed to assist management of the Company in carrying out their responsibilities. Agility is providing services for the internal use of the Company only; the Company may not cause or allow, directly or indirectly, any third party to rely on our services or to become a third party beneficiary to the Engagement Letter. The Company shall indemnify and hold harmless Agility and its management, employees and agents from and against any and all damages, losses and expenses, including attorney's fees and costs of litigation, arising out of or resulting from any third party claims, the performance of services under the Engagement Letter or the Company's breach of the Engagement Letter.

Hiring: In the event the Company, its affiliates or its agents hires or engages any Excluded Personnel other than through Agility, the Company will pay Agility the conversion fee set forth in the Engagement Letter. "Excluded Personnel" means any personnel who has been employed by Agility within twelve months prior to being hired or engaged by the Company and who has provided any services to the Company in the performance of the Engagement Letter.

Limitation on Liability: Neither party shall be liable to the other for any consequential, indirect, or similar damages, including lost profits, as a result of the services provided pursuant to the Engagement Letter, except to the extent finally determined to have resulted from the willful misconduct of the party. In any event, the amount recoverable from Agility shall be limited to the aggregate fees paid or due to it for the portion of its services or work products giving rise to liability.

Termination: Either party may terminate the relationship with a minimum of 30 days' notice.

Confidentiality: Agility agrees to maintain in confidence and not disclose or use any proprietary information or know-how belonging to the Company. Proprietary information refers to any information obtained from, or disclosed by, the Company or a third party, or which was learned or discovered by Agility, and which is represented to be proprietary information by means of included labeling, or separate written or oral declaration. Such proprietary information includes, but is not limited to, software, technical and business information relating to the Company's inventions, or products, research and development, trade secrets, finances, customers, marketing, future business plans and any other information which is identified as confidential by the Company. Upon termination of agreements between the Company and Agility, Agility agrees to deliver all written and tangible material in their possession incorporating the proprietary information or otherwise relating to the Company's business.

Miscellaneous: The Company agrees that Agility may use its name in conjunction with a client list. This list is then used as marketing material on our website and in proposal packages. Agility agrees not to use the Company's logo or any other Company information without prior approval.

Accepted By: Ed Odgers

Title: President

Date: 1/30/08

EXHIBIT A**Agility Financial Partners, LLC
Hourly Billing Rates**

<u>Personnel Type</u>	<u>Services Performed</u>	<u>Hourly Rate (1)</u>
Sarbanes Oxley	Project management	\$125
CFO (2)	Finance, accounting and management	\$150
Managing Director	Regulatory filing review	\$200
FAS 133 Services (2)	Build and/or maintain derivative model	\$250

(1) Payment may be made in cash or in the form of S-8 registered Common Stock at agreed upon prices

(2) Includes signature on SEC filings. Company is required to provide Agility consultant same coverage as its other executive officers and directors, including Directors and Officers liability insurance (if available)

(3) Agility would provide its own model if requested

EXHIBIT B

**Agility Financial Partners, LLC
Acting CFO Schedule and Activities**

<u>Date</u>	<u>Activity Performed</u>	<u>Required Party</u>
1/28 & 1/30	ARO, Report Pack & PBCs	David Warnick
2/5 & 2/7	YE Review, Report Pack & PBCs	David Warnick
2/12 & 2/14	DD&A, Impairment & Derivatives	Reserve Report Ed DeStefano
2/18, 2/20 & 2/22	Audit, Financial Statements & FN disclosures	Helin & Donovan
2/25, 2/27 & 3/1	Audit, Financial Statements & FN disclosures	Helin & Donovan
3/4 & 3/6	Financials, SMOG, FN Disclosures & MD&A	Helin & Donovan David Love
3/11 & 3/13	Financials, SMOG, FN Disclosures & MD&A	Helin & Donovan David Love
3/19	Form 10-KSB & Debt Compliance	Helin & Donovan David Love
3/26	Form 10-KSB & Debt Compliance	Helin & Donovan David Love
4/2	YE Cleanup, Book AJEs & Reconcile 10-K	David Warnick
4/9	Draft 1 st Quarter Form 10-Q & ARO	David Warnick
4/15 & 4/17	DD&A, Impairment & Derivatives	Prior Quarter AWP's
4/22 & 4/24	Quarter Close, Report Pack & PBCs	Prior Quarter AWP's
4/29 & 5/1	Auditor review, Financials & FN Disclosures	Helin & Donovan
5/6 & 5/8	Form 10-QSB, MD&A & Debt Compliance	Helin & Donovan David Love
5/13 & 5/15	Form 10-QSB, MD&A & Debt Compliance	Helin & Donovan David Love